

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

TELLEN FOODS
6804 EASTERN AVE
SUITE 208
BALTIMORE, MD
(443)680-7122

21224

REFER QUESTIONS TO:

KIMBERLY HACKETT
(410)767-0788
KIMBERLY.HACKETT@MARYLAND.GOV

ITB:

EXPR DATE: 03/31/22
POST DATE: 03/25/21

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

* STATEWIDE CONTRACT FOR	*
VEGETARIAN FOODS	
*	*

THIS IS THE FINAL RENEWAL OPTION.

OPTION FINAL TERM: APRIL 01, 2021 THROUGH MARCH 31, 2022, UNDER
THE SAME ONTRACT TERMS, CONDITIONS, PROVISIONS,
AND PRICE.

THERE ARE NO REMAINING RENEWAL OPTIONS AGAINST CONTRACT 001B7400365.

THIS IS A STATEWIDE CONTRACT AND MAY BE USED BY ALL STATE AGENCIES,
COUNTIES, MUNICIPALITIES, AND OTHER ELIGIBLE ENTITIES.

MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF
MARYLAND.

QUOTED PRICES ARE TO BE NET THIRTY (30) DAYS F.O.B. TO ANY POINT
WITHIN THE STATE OF MARYLAND, AND INCLUDE FREIGHT/SHIPPING, HANDLING
AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 02

TERMS (cont'd):

REFLECTED IN NET PRICES.

VENDOR NAME: TELLEN FOODS, INC.

VENDOR CONTACT: TERRY L. TRUSTY

TELEPHONE: 443-506-4204

VENDOR EMAIL ADDRESS: TERRY@TELLENFOODS.COM

SCOPE OF CONTRACT:

CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND USING AUTHORITIES WITH THEIR NEEDS FOR VEGETARIAN FOODS.

CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

QUANTITIES SHOWN ARE FOR A ONE (1) YEAR PERIOD AND ARE APPROXIMATE. THEY ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM. THIS CONTRACT DOES NOT OBLIGATE THE STATE TO PURCHASE ANY MINIMUM QUANTITY OR DOLLAR VALUE DURING THE CONTRACT PERIOD.

THE CONTRACTOR WILL NOT BE ENTITLED TO ANY CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE CONTRACT PRICE, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

GOODS ARE TO BE FIRST QUALITY MERCHANDISE; NO SECONDS OR IRREGULARS WILL BE ACCEPTED.

SUBSTITUTION MAY NOT BE MADE WITHOUT PRIOR CONSENT OF THE ORDERING AGENCY.

BUY AMERICAN PROVISION:

PURSUANT TO 7 CFR PART 210.21(D), THE BUY AMERICAN PROVISION REQUIRES SCHOOL FOOD AUTHORITIES (SFA) TO PURCHASE, TO THE MAXIMUM EXTENT POSSIBLE, DOMESTIC COMMODITIES OR PRODUCTS.

A DOMESTIC COMMODITY OR PRODUCT IS ONE THAT IS MANUFACTURED OR GROWN

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 03

TERMS (cont'd):

IN THE UNITED STATES AND PROCESSED IN THE U.S. USING SUBSTANTIAL AGRICULTURAL COMMODITIES THAT ARE PRODUCED IN THE UNITED STATES. SUBSTANTIAL MEANS THAT OVER 51% OF THE FINAL PROCESSED PRODUCT CONSISTS OF AGRICULTURAL COMMODITIES THAT WERE GROWN DOMESTICALLY.

ADDITIONALLY, THE BUY AMERICAN PROVISION REQUIRES THAT ALL PRODUCTS NORMALLY PURCHASED BY A FOOD DISTRIBUTOR AS NON-DOMESTIC, AND ARE PROPOSED TO FULFILL CONTRACT REQUIREMENTS, MUST BE IDENTIFIED WITH THE COUNTRY OF ORIGIN. THESE PRODUCTS MUST ALSO BE MARKED OR NOTED ON INVOICES SO THAT RECEIVING ENTITIES MAY CLEARLY IDENTIFY THE PRODUCTS AT THE TIME OF DELIVERY.

VENDORS MUST MAKE ALL ATTEMPTS TO SUPPLY FOOD PER FEDERAL REGULATIONS THAT REQUIRE FOODS TO BE OF DOMESTIC ORIGIN TO THE MAXIMUM EXTENT POSSIBLE.

PRICE ESCALATION:

NO PRICE INCREASES/DECREASES WILL BE AUTHORIZED FOR SIX (6) MONTHS AFTER THE EFFECTIVE DATE OF THE CONTRACT. UPON WRITTEN REQUEST TO THE PROCUREMENT OFFICER, PRICE ESCALATIONS WILL BE CONSIDERED ONLY AT THE END OF THIS PERIOD AND AFTER EACH SIX (6) MONTH INTERVAL THEREAFTER AND ONLY WHERE VERIFIED TO THE SATISFACTION OF THE PROCUREMENT OFFICER. HOWEVER, "ACROSS THE BOARD" PRICE DECREASES ARE SUBJECT TO IMPLEMENTATION AT ANY TIME AND SHALL BE IMMEDIATELY CONVEYED TO THE PROCUREMENT OFFICER.

THE REQUEST MUST BE RECEIVED AT LEAST THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE AND SHALL BECOME EFFECTIVE ON THE FIRST (1ST) DAY OF THE MONTH, UPON APPROVAL BY THE PROCUREMENT OFFICER.

THE PRICE INCREASE ON ALL SOY PRODUCTS WILL BE BASED ON THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS (BLS) PRODUCER PRICE INDEX (PPI) FOR SOYBEANS, WPU01830131, NOT SEASONALLY ADJUSTED FOUND AT WWW.BLS.GOV/PPI/. PRICE INCREASES ON ALL OTHER PRODUCTS WILL BE BASED ON THE PPI FOR FROZEN SPECIALTY FOODS, WPU0285, NOT SEASONALLY ADJUSTED. THE INCREASE WILL BE BASED ON THE MOST RECENT SIX-MONTH STATISTICS AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE REQUEST, BUT SHALL NOT EXCEED THREE PERCENT (3%) FOR EACH SIX (6) MONTH PERIOD.

THE PURCHASING OFFICE WILL NOTIFY THE CONTRACTOR IN WRITING OF THE EFFECTIVE DATE OF ANY INCREASE WHICH IT APPROVES. HOWEVER, THE CONTRACTOR SHALL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE EFFECTIVE DATE OF THE PRICE ADJUSTMENT AT THE OLD CONTRACT PRICES.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 04

TERMS (cont'd):

PRICE DECREASES SHALL ALSO BE PASSED ON TO THE STATE AND DO NOT REQUIRE VERIFICATION. DECREASES BECOME EFFECTIVE IMMEDIATELY UPON NOTIFICATION.

THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY DGS AND THE CONTRACTORS. ALTHOUGH EACH NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY, THE PERCENTAGE INCREASE OR THE MONETARY INCREASE SHALL BE THE SAME FOR ALL VENDORS. DGS RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTOR'S CONTRACTS. UPON RENEWAL, THE EXISTING CONTRACT TERMS AND CONDITIONS WILL APPLY.

DELIVERY AND ACCEPTANCE:

DELIVERY MUST BE COMPLETED WITHIN FIFTEEN (15) WORKING DAYS AFTER RECEIPT OF ORDER FROM USING AUTHORITY.

MINIMUM ORDER ACCEPTABLE FOR CONTRACT PRICING IS \$200.00, AMOUNTS LESS WILL BE SHIPPED WITH FREIGHT CHARGES NOT TO EXCEED \$40.00 OR ACTUAL SHIPPING COSTS, WHICHEVER IS LESS, PREPAID AND ADDED TO THE INVOICE AS A SEPARATE LINE ITEM. NO ORDER ABOVE \$100.00 MAY BE REFUSED BY THE AWARDED VENDOR FROM ANY STATE OF MARYLAND FACILITY. VENDOR WILL NOT BE REQUIRED TO DELIVER MORE FREQUENTLY THAN TWO (2) TIMES PER MONTH OR ORDERS EXCEEDING \$200.00, OR MORE FREQUENTLY THAN ONE (1) TIME PER MONTH ON ORDERS OF LESS THAN \$200.00.

IF AWARDED VENDOR HOLDS OTHER STATE OF MARYLAND CONTRACTS FOR FROZEN PRODUCTS, FACILITIES MAY COMBINE ORDERS FROM MULTIPLE CONTRACTS TO MEET THE MINIMUM PURCHASE FOR SHIPPING AND/OR CONTRACT PRICING.

STATE FACILITIES MUST MAKE EVERY EFFORT TO COMPLY WITH VENDOR'S NORMAL DELIVERY SCHEDULE AND MEET MINIMUM ORDER REQUIREMENTS WHEN POSSIBLE.

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 05

TERMS (cont'd):

SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;

- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE ; OR

- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

- (B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

- (C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

- (D) ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 06

TERMS (cont'd):

AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS
AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

- (E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY
ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE
THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH
THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE
STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT
SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL
SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR
CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED
DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR
SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

B.

THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE
DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W.
PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10)
CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH
A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL
VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO: DGS.
STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV

- C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER
OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S
REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE
AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO,
A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY.
SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE
CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED
WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE
CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

- D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING
THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%)
ELECTRONIC TRANSACTION FEE.

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE USING
AGENCY.

ANY PRODUCT DELIVERED AS A RESULT OF THIS AWARD, WHICH DOES NOT
MEET SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE
REJECTED AND RETURNED AT THE VENDOR'S EXPENDSE FOR REPLACEMENT OR
CREDIT.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 07

TERMS (cont'd):

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES, THE VENDOR SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

RECALL NOTIFICATION:

THE CONTRACTOR SHALL PROVIDE RECALL NOTIFICATION, REGARDLESS OF LEVEL, IN WRITING, TO THE STATE AND EACH INSTITUTION THROUGH THE MOST EXPEDIENT METHOD POSSIBLE. THE NOTICES, AT A MINIMUM, SHALL INCLUDE A COMPLETE PRODUCT DESCRIPTION AND/OR IDENTIFICATION, CONTRACT NUMBER, DELIVERY ORDER NUMBER AND DISPOSITION INSTRUCTIONS. THE CONTRACTOR SHALL ISSUE REPLACEMENT OF PRODUCT OR CREDIT FOR ANY PRODUCT REMOVED OR RECALLED. EACH FACILITY SHALL HAVE THE OPTION OF ACCEPTING EITHER REPLACEMENT PRODUCT OR CREDIT IN EXCHANGE FOR RECALLED/REMOVED PRODUCTS.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # MDDGS31029913/001IT820485 INCORPORATED HEREIN BY REFERENCE.

SECURE FACILITIES:

SECURITY CONCERNS VARY STATEWIDE, BUT ARE ESPECIALLY IMPORTANT AT CORRECTIONAL FACILITIES AND CERTAIN OTHER FACILITIES. CONTRACTORS' AND SUBCONTRACTORS' EMPLOYEES MUST COMPLY WITH THE SECURITY REQUIREMENTS AT EACH FACILITY. AUTHORIZED USERS ARE RESPONSIBLE FOR ALERTING CONTRACTOR TO THESE REQUIREMENTS BEFORE OR WHILE PLACING THEIR FIRST ORDER.

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 08

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	39399-001057	CS	25.0000	
MUFFINS ORANGE FROZEN 96 20Z				
INDIVIDUAL WRAPPED MUFFIN, ORANGE, WHOLE GRAIN, 96/CASE				
0002	38506-000006	CS	25.0000	
MUFFIN, APPLE, 72/CS.				
INDIVIDUAL WRAPPED MUFFIN, APPLE, WHOLE GRAIN, 96/CASE				
0003	38547-270065	CS	24.9000	
CRISPY PATTY, COMPLETELY MEATLESS, PRE-COOKED, FROZEN, 8 GRAMS PROTEIN PER PATTY, 71 GRAM WEIGHT. 48 PER CASE.				
BRAND/CODE: RECUISINE #270065				
48/CASE				
0004	38547-450000	LB	25.9000	
GRILLERS; FROZEN VEGETABLE PROTEIN PATTIES, PRE-COOKED, COMPLETELY MEATLESS, 13 GR. PROTEIN MIN. PER PATTIE.				
BRAND/CODE: RECUISINE #45000				
48/CASE				
0005	38547-0003XX	CS	38.8400	
EGG ROLL, VEGETARIAN, 3 OZ SIZE, 50/CS				
BRAND/CODE: RECUISINE #0003				
50/CASE				

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 09

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0006	39368-200750	CS	66.2300	
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PEANUT BUTTER, INDIVIDUAL PACK, .75 OZ EACH, 200 PER CASE

BRAND/CODE: CARRIAGE HOUSE 1329
200/CASE

0007	39359-433008	EA	63.0300	
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JELLY GRAPE, U.S. GRADE A, 1/2 OZ. PKT. - 200 PKTS/CASE
PEANUT BUTTER & GRAPE JELLY SQUEEZERS
ATTACHED PACKS OF ONE PEANUT BUTTER AND ONE GRAPE JELLY

BRAND CODE: CARRIAGE HOUSE/39359 SMUCKERS
200/CASE

0008	38506-000003	CS	16.9600	
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MUFFIN, BLUEBERRY, 72/CASE.

INDIVIDUALLY WRAPPED , WHOLE WHEAT BLUEBERRY MUFFIN

BRAND/CODE: RECUISINE 000003
72/CASE

0009	39399-001058	CS	24.2000	
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MUFFIN CHOC CHIP 96 COUNT

INDIVIDUALLY WRAPPED , CHOCOLATE CHIP WHOLE WHEAT MUFFIN

BRAND/CODE: RECUISINE 001058
96/CASE

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 10

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0010	39399-BANMUF	CS	16.9600	
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BANANAS MUFFINS

INDIVIDUALLY WRAPPED , WHOLE WHEAT BANANA MUFFIN

BRAND/CODE: REQUISINE 37515
72/CASE

0011	38547-000050	CS	27.0000	
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BURGER, BLACK BEAN

BLACK BEAN BURGER, SPICY, MULTI-GRAIN

BRAND/CODE: REQUISINE 0000050
48/CASE

0012	38547-000004	CS	27.0000	
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CHICKEN WHEAT, MEATLESS, TEXTURIZED WHEAT PROTEIN, 22 GRAM PROTEIN MINIMUM,
4 OZ SERVINGS

BRAND/CODE: REQUISINE 0000004
40/CASE

0013	38547-184025	CS	22.5000	
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BURGER CRUMBLES, MEATLESS, 14G. PROTEIN MIN./2.5 OZ. SERVING.
MEATLESS BURGER CRUMBLES, 14G PROTEIN MINIMUM, 2.5OZ SERVING

BRAND/CODE: REQUISINE 184025
10LB PER CASE

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 11

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0014	38547-0060SE	CS	27.9000	
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VEGETARIN SEAFOOD CAKES

MULTI-GRAIN, CRAB-FREE CAKES

BRAND/CODE: RECUISINE 0060
11LB/CASE

0015	38547-300021	CS	25.4000	
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GARDENBURGER VEGGIE VEGAN PATTIES PACKED 48/3.2 OZ PATTIES PER CASE

BRAND/CODE: GARDENBURGER RECUISINE 300021
48/3.2OZ PATTIES PER CASE

0016	38547-170060	CS	25.5000	
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BREAKFAST PATTY, COMPLETELY MEATLESS, PRE-COOKED, FROZEN, 7.5 GRAMS
PROTEIN PER PATTY, 38 GRAM WEIGHT. 96 PER CASE MINIMUM.

BRAND/CODE: RECUISINE
96/CASE

0017	39338-HC0128	CS	69.0000	
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DRINK MIX SF ASST FLAVORS

PSVR
DRINK MIX, ORANGE FLAVOR, INDIVIDUAL, PORTION CONTROL, SUGAR
FREE, KOSHER AND VEGAN, PASSOVER

BRAND/CODE: THE RESTAURANT STORE
2000 PACKS PER CASE

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 12

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0018	39338-HC0128	CS	70.0000	
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DRINK MIX SF ASST FLAVORS

PSVR

DRINK MIX, FRUIT PUNCH FLAVOR, INDIVIDUAL, PORTION CONTROL, SUGAR
FREE, KOSHER AND VEGAN, PASSOVER

BRAND/CODE: THE RESTAURANT STORE
2000 PACKS PER CASE

0019	39338-HC0128	CS	68.0000	
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DRINK MIX SF ASST FLAVORS

PSVR

DRINK MIX, GRAPE FLAVOR, INDIVIDUAL, PORTION CONTROL, SUGAR
FREE, KOSHER AND VEGAN, PASSOVER

BRAND/CODE: THE RESTAURANT STORE
2000 PACKS PER CASE

0020	39338-HC0128	CS	72.0000	
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DRINK MIX SF ASST FLAVORS

PSVR

DRINK MIX, LEMON LIME FLAVOR, INDIVIDUAL, PORTION CONTROL, SUGAR
FREE, KOSHER AND VEGAN, PASSOVER

BRAND/CODE: THE RESTAURANT STORE
2000 PACKS PER CASE

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 13

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0021	39338-HC0128	CS	72.0000	
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DRINK MIX SF ASST FLAVORS

PSVR

DRINK MIX, ICED TEA FLAVOR, INDIVIDUAL, PORTION CONTROL, SUGAR
FREE, KOSHER AND VEGAN, PASSOVER

BRAND/CODE: THE RESTAURANT STORE
2000 PACKS PER CASE

0022	39348-200331	CS	32.3400	
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FILET OF SOLE W/POT & CARROTT, 6/13OZ, KOSHER

0023	27574-0924XX	CS	81.8000	
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TUNA FISH, LIGHT MEAT, CHUNK PACK IN WATER, 6/66-1/2 OZ., FEDERAL SPEC
PP-T-771B AND LATEST AMENDMENT, TYPE 1, FORM B PACKING MEDIA C, COLOR
PACKER: _____

(ONE PACKER ONLY)

LABEL BRAND: _____

(ONE BRAND ONLY)

ORIGIN OF PACK: _____

TYPE OF FISH USED IN THE PACK YOU WILL FURNISH: _____

DOES YOUR PRODUCT MEET MINIMUM PRESSED WEIGHT OF 37.9 OZ. PER CAN?

YES _____ NO _____

ENTIRE LOT MUST BE SAME PACKER AND LABEL BRAND

WITH CERTIFICATE _____ PRICE _____

NOTE: AWARD WILL BE MADE FOR SOLID OR CHUNK PACK BASIS OF COST PER
OUNCE IN ACCORDANCE WITH STATE PRESSED WEIGHT.

NOTE: ATTACHED BID CONDITIONS AND INSTRUCTIONS APPLY.

UNLOADING REQUIREMENTS: SHIPMENTS THAT ARE NOT PALLETIZED SHALL BE
THE RESPONSIBILITY OF THE DELIVERING CARRIER TO UNLOAD TRUCK. CASES
PLACED ON OUR PALLETS WILL BE REMOVED FROM TRUCK BY STATE PERSONNEL.
SEE INSTRUCTIONS FOR PALLETIZED SHIPMENTS.

DELIVERY SCHEDULE: IMMEDIATE SHIPMENT AFTER RECEIPT OF ORDER OR COM-
plete shipment by the close of business _____

LIQUIDATED DAMAGES: FOR EACH CALENDAR DAY AFTER THE DELIVERY DATE AS

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 14

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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SPECIFIED IN THE PURCHASE ORDER THE SUCCESSFUL BIDDER WILL BE ASSESSED \$50.00 PER DAY AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PARTIAL SHIPMENT TO PREVENT A OUT OF STOCK CONDITION WILL BE ACCEPTED AND PRECLUDE ASSESSMENT OF LIQUIDATED DAMAGES.

EACH SHIPPING CONTAINER OR PACKAGE SHALL BE LEGIBLY MARKED ON BOTH END IN MINIMUM 1/2" HIGH CHARACTERS WITH THE DESCRIPTION AND THE QUANTITY THE MATERIAL CONTAINED THEREIN. A PACKING SLIP MUST ACCOMPANY EACH SHIPMENT AND THE CONTAINER OR PACKAGE CONTAINING THE SLIP MUST BE SO IDENTIFIED. SHIPMENT WILL BE REFUSED IF SHIPPING CONTAINERS DO NOT CONTAIN THIS INFORMATION. IF PALLETIZED, ONLY 40 X 48 - 4 WAY PALLETS ON EXCHANGE BASIS MAY BE USED.

QUANTITY ADJUSTMENT: BIDDER MAY ADJUST QUANTITY TO COINCIDE WITH THEIR FULL LOAD QUANTITY REQUIREMENTS. INDICATE THE REVISED QUANTITY IF ANY CHANGE IS MADE. INDICATE THE PRICE FOR THE ORIGINAL QUANTITY OR THE PRICE FOR YOUR QUANTITY REVISION, DO NOT BID TWO PRICES.

NOTE: CONTACT STATE WAREHOUSE 24 HOUR PRIOR TO DELIVERY.

PHONE (301) 799-7177

PSVR

BRAND/CODE: REGAL BUMBLE BEE

66.5OZ/6 PER CASE

0024	39381-630358	CS	16.4200
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PSVR SUGAR, PC, 2000 CT, KOSHER

PSVR, KOSHER

BRAND/CODE: THE RESTAURANT STORE

2000 COUNT

0025	37530-000002	PK	25.4000
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PSVR INDIVIDUAL MARBLE CAKE, 24 CT., KOSHER

PSVR

INDIVIDUAL MARBLE CAKE, KOSHER

BRAND/CODE: RECUISINE

24 COUNT

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 15

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0026	39343-744008	CS	53.4500	
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MATZOH 30-1LB, KOSHER

PSVR, MATZOH KOSHER

BRAND/CODE: CHEFS QUALITY JETRO
30-1 LB

0027	39348-100304	CS	18.9400	
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PSVR ITALIAN DRESSING PC 200 CT, KOSHER

BRAND/CODE: THE RESTAURANT STORE
200 CT

0028	39348-100305	CS	19.6300	
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PSVR FRENCH DRESSING, PC 200 CT, KOSHER

BRAND/CODE: THE RESTAURANT STORE
200 CT

0029	39348-480409	CS	38.2200	
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HORSERADISH PURE, 1 QT. BOTTLE - 12 BTL/CASE

BRAND/CODE: TULKOFF
1 QT BOTTLE
12 BOTTLES/CASE

0030	39374-31245X	CT	50.8000	
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SARDINES PSVR, 50/4.375 OZ, 24 CT, KOSHER

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600350

PRINT DATE: 03/26/21

PAGE: 16

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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BRAND/CODE: BUMBLE BEE
50/4.375OZ

0031	39360-101604	CS	18.0700	
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JELLY, STRAWBERRY PC, 120 CT, KOSHER

BRAND/CODE: SMUCKERS
120CT/CASE

0032	38547-300020	CS	36.0000	
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DELI FRANKS; PRE-COOKED, COMPLETELY MEATLESS, FROZEN, APPROX
80 LINKS PER CASE. MIN. 45 GRAMS PER LINK

BRAND/CODE: MON CUISINE
80 2OZ LINKS/CASE

END OF ITEM LIST

***** LAST PAGE *****

AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE